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FILED
TARRANT COUNTY CLERK

2008 AUG 11 PM 4:01

The undersigned parties, being all of the parties owning an interest as either Lessor or Lessee in the Oil and Gas Leases described herein, hereby enter into this Amendment to Oil and Gas Leases.

WHEREAS,

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1. Nortex Minerals, L.P., as Lessor, and Chief Holdings, LLC and/or Chief Resources LLC, as Lessee, and AIL Investment, LP and ADL Development, LP, as Surface Owners, previously entered into the Oil and Gas Leases (the "Leases") and certain amendments thereto, all as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes;

2. Chief Resources, LP ("Chief") has succeeded to the interest of Chief Holdings LLC in and to the Leases;

3. Along with Chief, Collins and Young, L.L.C. ("C&Y"), Berry Barnett, L.P. ("Berry"), Burtex Minerals, L.P. ("Burtex"), Hillwood Oil & Gas, L.P. ("Hillwood") and Mark Rollins are the owners of interests in the Leases through various assignments;

4. Nortex Minerals, LP has assigned its right to participate as a working interest owner as delineated in Article 6 of the Leases to Hillwood;

5. The parties to the Leases heretofore entered into an Amendment to Oil and Gas Leases dated May 20, 2008; and

6. The parties to the Leases desire herein to further amend the terms thereof;

NOW, THEREFORE, in consideration of the foregoing, the undersigned, being the Surface Owners and the owners of the mineral estate and the oil and gas leasehold estate described in and covered by the Leases hereby amend the Leases as set forth below.

A. The second paragraph of Article 7 of the Leases is hereby deleted and shall be replaced with the following:

If Lessee's Continuous Development should cease, then this lease shall then terminate as to all of the Leased Premises save and except the "Retained Land," as hereinafter defined, and as to those depths from the surface down to one hundred (100) feet below the base of the Barnett Shale Formation defined as the interval from the stratigraphic equivalent of the top of the Barnett Shale Formation to the stratigraphic equivalent of the base of the Barnett Shale Formation, as found in the Alliance D-1 Well (API #42-121-32247) located in the Greenberry Overton Survey, A-972, Denton County, Texas. The top and base of the Barnett Shale Formation were found at the measured depth of 7172 feet and 7566 feet,

respectively, in the referenced well. Notwithstanding the foregoing, the sixty day period in this Paragraph 7 shall be tolled for all times (but not to exceed 180 days) in which Lessee is awaiting approval of a special use permit or drilling permit from a municipal governmental authority.

B. The definition of "Retained Land" in Article 7 is deleted and shall be replaced with the following:

(c) "Retained Land". For purposes hereof, "Retained Land" shall be defined as (i) 40 acres surrounding a vertical, and (ii) 320 acres surrounding a horizontal well producing or capable of producing oil or gas in paying quantities and shall be roughly in the form of a square (for a vertical well) or a rectangle (for a horizontal well) drawn around such well.

C. Article 31 of Lease No. 1 listed on Exhibit "A" hereto, which is applicable to what is referred to as the Alliance "E" Operations Site, is hereby amended to provide that the Surface Owners' election to purchase as provided for in said Article 31 may not be exercised prior to August 8, 2018.

D. Article 8 of the Leases is hereby deleted and shall be replaced with the following:

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this Lease or any portion thereof with any other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to prudently develop and operate the Leased Premises as to the Barnett Shale Formation or to promote the conservation of oil and gas in and under and that may be produced from said premises. Units formed hereunder may not exceed the size prescribed or permitted under the well density rules adopted by the Railroad Commission of Texas). Lessee under the provisions hereof may pool or combine any portion of the Leased Premises as to oil and as to gas, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall have the continuing and recurring right, but not the obligation, to revise or modify (by expansion, contraction or otherwise), any unit formed hereunder at any time either before or after commencement of operations or completion of a well in order to achieve any of the objectives set forth above or to conform to the well density or spacing pattern provided for herein. To exercise its rights hereunder, Lessee shall file for record in the appropriate records of the county in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and (unless stated otherwise in the instrument) upon such recordation the unit shall be

effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may exercise its pooling option before or after commencing operations on the pooled unit. Operations for drilling on or production of oil or gas from any part of the pooled unit which includes the Leased Premises, shall be considered as operations on or production from the Leased Premises, whether or not the well is located thereon. For purposes of computing the royalties payable under this Lease, there shall be allocated to the portion of the Leased Premises that is included in the unit that prorated portion of the oil or gas produced from the pooled unit which the number of surface acres of the Leased Premises that are included in the unit bears to the total number of surface acres covered by the unit.

This amendment may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding amendment.

For recording purposes, Lessor, Lessees and Surface Owners agree to execute a Memorandum of Amendment to file in the public record to provide the requisite notice of the Amendment to third parties.

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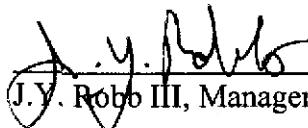
Executed this 8th day of August, 2008 to be effective as of April 1, 2008.

LESSOR:

NORTEX MINERALS, L.P.

By: Nortex GP, LLC,
its general partner

By:



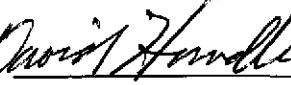
J.V. Robo III, Manager

LESSEE:

CHIEF RESOURCES, LP

By: Chief Resources (GP) LLC

By:



David Hundley,
Senior Vice President

SURFACE OWNERS:

AIL INVESTMENT, L.P.,
a Texas limited partnership

By: Hillwood Alliance Management, L.P.,
a Texas limited partnership,
its general partner

By:



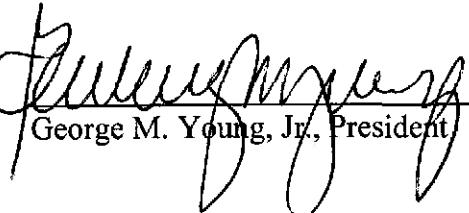
Hillwood Alliance GP, LLC,
a Texas limited liability
company, its general partner

By:



Michael K. Berry,
Executive Vice President

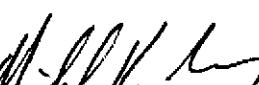
COLLINS AND YOUNG, L.L.C.

By: 
George M. Young, Jr., President

ADL DEVELOPMENT, L.P.,
a Texas limited partnership

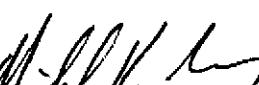
By: Hillwood Operating, L.P.,
a Texas limited partnership,
its general partner

By:



Hillwood Development
Company, LLC,
a Texas limited liability
company, its general partner

By:

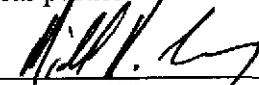


Michael K. Berry,
Executive Vice President

BERRY BARNETT, L.P.

By: Berry Barnett Genpar, LLC,
its general partner

By:



Michael K. Berry, Manager

BURTEX MINERALS, L.P.

By: Burtex Minerals Genpar, LLC,
its general partner

By: William K. Burton
William K. Burton, Manager

HILLWOOD OIL & GAS, L.P.

By: Hillwood Oil & Gas GP, LLC,
its general partner

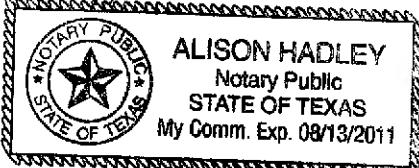
By: Mark M. Rollins
Mark Rollins, President

Mark M. Rollins
MARK ROLLINS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by J. Y. Robb III, Manager of Nortex GP, LLC, a Texas limited liability company, the general partner of Nortex Minerals, L.P., a Texas limited partnership, on behalf of said limited partnership.

(Seal/Stamp)

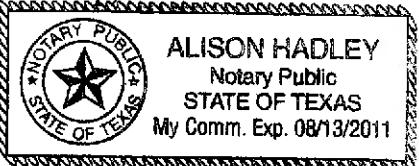


Alison Hadley
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by David Hundley, Senior Vice President of Chief Resources (GP) LLC, a Texas limited liability company, the general partner of Chief Resources, LP, a Texas limited partnership, on behalf of said limited partnership.

(Seal/Stamp)

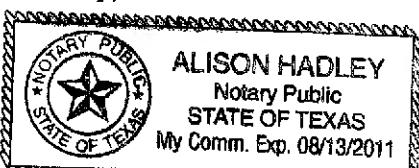


Alison Hadley
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by George M. Young, Jr., President of Collins and Young, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

(Seal/Stamp)

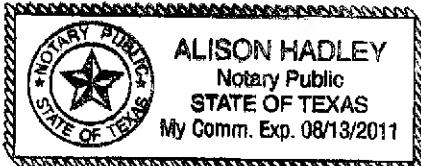


Alison Hadley
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by Michael K. Berry, Manager of Berry Barnett Genpar, LLC, a Texas limited liability company, the general partner of Berry Barnett, L.P., a Texas limited partnership, on behalf of said limited partnership.

(Seal/Stamp)

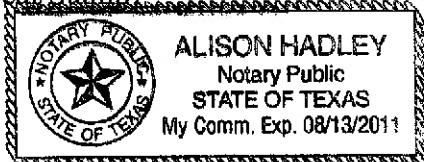


Alison Hadley
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by William K. Burton, Manager of Burtex Minerals Genpar, LLC, a Texas limited liability company, the general partner of Burtex Minerals, L.P., a Texas limited partnership, on behalf of said limited partnership.

(Seal/Stamp)

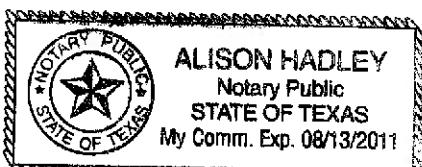


Alison Hadley
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by Mark Rollins, President of Hillwood Oil & Gas GP, LLC, a Texas limited liability company, the general partner of Hillwood Oil & Gas, L.P., a Texas limited partnership, on behalf of said limited partnership.

(Seal/Stamp)



Alison Hadley
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by
Mark Rollins, a resident of the State of Texas.

(Seal/Stamp)



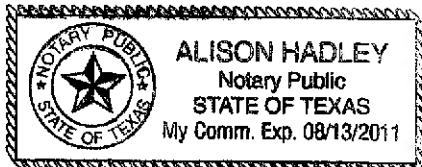
ALISON HADLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/13/2011

Alison Hadley
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by
Michael K. Berry, Executive Vice President of Hillwood Alliance GP, LLC, a Texas limited
liability company, the general partner of Hillwood Alliance Management, L.P., a Texas limited
partnership, the general partner of AIL Investment, LP, a Texas limited partnership.

(Seal/Stamp)

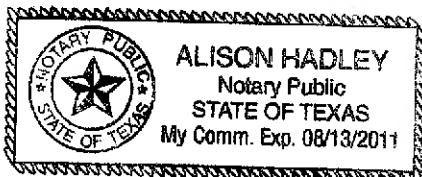


Alison Hadley
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8 day of August, 2008, by
Michael K. Berry, Executive Vice President of Hillwood Development Company, LLC, a Texas
limited liability company, in its capacity as general partner of Hillwood Operating, L.P., a Texas
limited partnership, in its capacity as general partner of ADL Development, L.P., a Texas limited
partnership ("ADL Development"), on behalf of ADL Development.

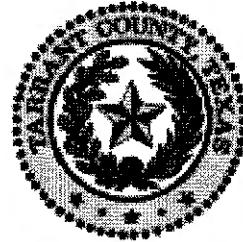
(Seal/Stamp)



Alison Hadley
Notary Public, State of Texas

EXHIBIT "A"
To Amendment to Oil and Gas Lease
(The Leases)

No.	Date	Lessor	Lessee	Recorded	Amendment Date	Recorded
1.	Alliance 05/01/2003	Nortex Minerals, L.P.	Chief Holdings LLC	D203315430	03/17/2004	(Tarrant County) D204080890 (Denton County) 2004-32574
2.	J Unit 07/01/2006	Nortex Minerals, L.P.	Chief Resources LLC	D206264635	09/12/2007	D207323805
3.	Airport 09/01/2005	Nortex Minerals, L.P.	Chief Holdings LLC	D206181584		
4.	Cartwright 08/01/2005	Nortex Minerals, L.P.	Chief Holdings LLC	D206079752		
5.	Crossing 01/15/2007	Nortex Minerals, L.P.	Chief Resources LLC	D207117705		
6.	G Unit 01/01/2006	Nortex Minerals, L.P.	Chief Holdings LLC	D206083608	09/12/2007	D207323806
7.	Gateway North 01/01/2005	Nortex Minerals, L.P.	Chief Holdings LLC	2005-35383		
8.	Gateway South 01/01/2005	Nortex Minerals, L.P.	Chief Holdings LLC	2005-35383		
9.	Graphics 12/01/2006	Nortex Minerals, L.P.	Chief Resources LLC	2007-30172		
10.	GWS 03/01/2006	Nortex Minerals, L.P.	Chief Holdings LLC	D206157277	(1 st Amendment) 09/29/2006 (2 nd Amendment) 09/19/2007	D206305143 D207334028
11.	Hugg 04/30/2007	Nortex Minerals, L.P.	Chief Resources LLC	2007-69391		
12.	Saratoga 08/25/2004	Nortex Minerals, L.P.	Chief Holdings LLC	D204331034		
13.	Tech Center 08/15/2005	Nortex Minerals, L.P.	Chief Holdings LLC	2006-21810		
14.	TCN 12/15/2005	Nortex Minerals, L.P.	Chief Holdings LLC	2006-35282		
15.	TCS 12/31/2005	Nortex Minerals, L.P.	Chief Holdings LLC	2006-72364		
16.	Cartwright - North 5/1/2008	Nortex Minerals, L.P.	Chief Resources LLC	D208187570		



QUICKSILVER
777 W ROSEDALE 300

FTW TX 76104

Submitter: HALCYON VENTURES INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration 08/11/2008 04:06 PM
Instrument #: D208313581
LSE 10 PGS \$48.00

By: _____



D208313581

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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